

# REDACTED VERSION OF EXHIBIT

## Exhibit 1-F

### Asset Management Services



## Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. 14260 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C73 (formerly 4400011340) dated January 19, 2017 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's  
Legal Name: KPMG, LLP

Total Number of Pages: 16

Contractor's  
Address: PO Box 120001  
Dallas, TX 75312

Project Name: 2019 Community Wildfire Safety Program

Job Location: Various PG&E Locations

**WORK:** Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as detailed in Attachment 1 Scope of Work.

Consultant shall perform CWSP Support including Inspection Programs through Development of Risk Models and Risk Reduction Benefit Analysis.

**ATTACHMENTS:** Each of the following documents are attached to this CWA and are incorporated herein by this reference:

Attachment 1: Scope of Work, 8 Pages

Attachment 2: Exhibit 1A, 6 Pages

**CWA TERM:** This CWA is effective upon signature by both parties and expires on 12/31/2019. Time is of the essence.


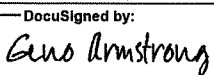
**CWA COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 12/31/2019.

**CONSIDERATION:** As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

**TOTAL: \$4,200,000.00 – Time and Expense (NTE)**

PG&E Corporation ("PG&E Corp.") and Pacific Gas and Electric Company (the "Utility," and, together with PG&E Corp., the "Debtors"), are debtors-in-possession in a proceeding pending under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of California. Nothing herein shall be deemed to constitute an assumption of the Contract and/or any CWA or a waiver or modification of the Debtors' rights to assume, assume and assign, or reject the Contract and/or any CWA pursuant to section 365 of the Bankruptcy Code. The Debtors hereby reserve all rights available to them under such proceedings. Any amounts paid by the Debtors hereunder must be applied to goods and/or services provided to the Debtors on or after January 29, 2019 (the "Petition Date") and shall not be applied to satisfy Claims (as defined in the Bankruptcy Code) arising prior to the Petition Date.

**THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.**

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: KPMG, LLP	
Signature	 A012C62C8FC147C...	Signature	 2C19AE69855141D...
Name	RICHARD CORDOVA	Name	Geno Armstrong
Title	SOURCING PORTFOLIO MANAGER	Title	Principal
Date	3/14/2019	Date	3/14/2019



## Contract Work Authorization

CWA No. 14260  
Page 2 of 2

ADMINISTRATION			
<b>PG&amp;E Negotiator</b>	Nate Warner	<b>Contractor Represent</b>	
<b>Phone</b>	916-899-9735	<b>Phone</b>	
<b>Email</b>	nxwv@pge.com	<b>Email</b>	
<b>Accounting Reference</b>	2047607		
<b>PG&amp;E Work Supervisor:</b>	Matt Pender	<b>Phone:</b> 650-218-4080	
<b>INVOICE INSTRUCTIONS:</b> Contractor shall send invoices for each payment when due, showing the CWA number, to:  PACIFIC GAS AND ELECTRIC COMPANY	<b>Send ORIGINAL Invoice to:</b> (See note below if using PG&E's electronic Invoicing system)	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	<b>Send COPY of Invoice to:</b>	Matt Pender <a href="mailto:MTPA@pge.com">MTPA@pge.com</a>	
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at <a href="http://www.pge.com/actpay">www.pge.com/actpay</a> . <b>*Note:</b> Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

INTERNAL PG&E USE ONLY		
<b>Distribution Date</b>		
<b>Distribution of Copies:</b>	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input checked="" type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input checked="" type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

62-4229 CWA (9/26/11)

Sourcing



This Statement of Work, dated as of February 22, 2019 (the “Effective Date”), between Pacific Gas and Electric PG&E and Consultant, is entered into pursuant to and is subject to the Master Services Agreement, (Contract No. C73 (formerly 4400011340)), dated January 19, 2017, as amended (as amended, the “MSA”), and confirms the understanding and agreement between the parties whereby Assistant General Counsel, Office of General Counsel of PG&E has retained Consultant on behalf of the PG&E to assist Counsel in [REDACTED]

**Understanding Consultants Role:**

Consultants work, to be performed under Counsel’s direction, is to assist Counsel in [REDACTED]

1. **Development of Transmission, Distribution, and Substation Enhanced and Accelerated Inspection Programs.** This includes working with PG&E to [REDACTED]

2. **Supporting the planning and scheduling of repairs for the Distribution Wildfire Safety Inspection Program (WSIP).** This is intended to assist [REDACTED]

3. **Develop standardized asset based operational model to evaluate the risk reduction benefits of the repair prioritization (the “Asset Risk Model”).** This includes developing [REDACTED]



- [REDACTED]
4. **GRC testimony support.** This includes providing assistance in [REDACTED] and performing such other tasks related to the Matter as may be identified and mutually agreed to during the course of this engagement.
  5. **Consultant Oversight Assistance.** This includes providing assistance in [REDACTED]
  6. **Procedures Development Documentation.** This includes assisting [REDACTED]

Deliverables with respect to the services described above include the following: transmission analytics; distribution analytics; substation analytics; an Asset Risk Model; Distribution Planning and Scheduling analytics (together the "Models"); Procedures defined by PG&E, and testimony assistance that will include [REDACTED]

Should Counsel request that someone from Consultant provide expert testimony or an expert report in the future, Counsel and Consultant will discuss and mutually agree on whether Consultant is prepared to provide the services of an individual who can offer such testimony or provide a written expert report and if so, who would provide such testimony or report. If agreed, such work will be contracted under a separate engagement letter.

Counsel and the PG&E will make available to Consultant, in a timely manner, the information necessary for Consultant to complete the services under this SOW. Counsel and PG&E acknowledge that their failure to do so could adversely affect Consultant's ability to provide the services under this SOW. Consultant will make all requests for information through Counsel and the PG&E.

Consultant understands that Counsel may ask Consultant to prepare a report or other work product summarizing Consultant's procedures and the results of Consultant's findings. Counsel will direct Consultant as to the format of any work product and/or deliverables requested.

#### **Communication and Coordination**

Consultant understands that Consultant's services contemplated hereby will be performed to assist Counsel in its representation of the PG&E in this matter and as such are intended to be subject to the attorney-client privilege and/or work product protections. Consultant agrees that (1) all communication relating to this engagement between Consultant and Counsel or other representatives of the PG&E, which include, without limitation, any written, oral or electronic communication and any documents or information exchanged between the parties; (2) any work product performed or created by Consultant on behalf of Counsel; and (3) the fact that we have been engaged by Counsel



in the above-referenced matter, shall be deemed to constitute Confidential Information of Counsel and/or the PG&E under Section 25 of Attachment 2 to the MSA, and Consultant will treat such Confidential Information in accordance with the MSA.

The PG&E and Counsel understand that applicable professional standards may require the Consultant personnel providing audit and non-audit services to the PG&E or Counsel to discuss matters that may affect the audit. The PG&E and Counsel agree that Consultant will not assert on the Company's behalf any claim of privilege unless Counsel on behalf of the PG&E specifically instructs Consultant in writing to do so. Notwithstanding the foregoing, the PG&E and Counsel acknowledge that in no event will Consultant assert any claim of privilege that Consultant concludes, after consideration of the specific facts and circumstances at issue is not valid.

Consultant will refer all inquiries from Federal and State authorities with respect to this engagement to Counsel. Consultant's obligation in this regard is subject to all requirements of law, and in the event that any information or testimony is sought from Consultant pursuant to a request or authorization by Counsel or the PG&E or pursuant to a subpoena or other validly issued administrative, judicial, government or investigative regulatory demand or request or other legal process ("Legal Demand"), services relating to compliance with such Legal Demand shall be within the scope of this engagement. In such instances, the PG&E shall reimburse Consultant for its time and expenses, including reasonable attorney's fees, incurred in responding to such requests, authorizations or Legal Demands.

#### **Conflicts of Interest**

At the present time, Counsel and/or the PG&E have not yet informed Consultant of the names of the other parties involved in this matter that would require Consultant to perform an internal search for relationships. Once identified, Counsel and/or the PG&E agree that they will inform Consultant of other parties to this matter. At such time, Consultant will perform a limited internal search for relationships on those parties.

If identified, Consultant will advise Counsel and the PG&E of the general nature of any services provided by Consultant, or other member firms of the Consultant network of independent firms and firms and entities controlled by, or under common control with, one or more such member firms to the parties (i.e., audit, tax and/or advisory).

If Counsel and/or the PG&E fail to promptly notify Consultant of their objection to any identified relationships, Counsel and the PG&E agree that the identified relationships do not (i) constitute a limitation on the services requested, (ii) create a basis for disqualification of Consultant or its professionals, or (iii) constitute a conflict of interest for purposes of Consultant's engagement to perform the services under this SOW. Counsel and the PG&E expressly waive their right to assert any such conflict against Consultant.

Consultant's process for conducting searches of potential conflicts takes place at the time the parties are identified and provided by Counsel and/or the PG&E. However, if Consultant becomes aware of any potential conflicts after the start of the engagement, Consultant will promptly inform Counsel and the PG&E. In addition, during the course of this engagement, Counsel and the PG&E agree that they will inform Consultant of additional parties in this matter or name changes for those parties previously provided. At such time, Consultant will perform an additional limited internal search for relationships on those parties. If identified, Consultant will advise Counsel and the PG&E of the general nature of any services provided to that subject (i.e., audit, tax and/or advisory).



Consultant reserves the right to resign from this engagement at any time if a conflict, as contemplated by the professional standards of the AICPA, law or regulation, arises or becomes known to Consultant that prohibits Consultant from conducting this engagement, or in Consultant's judgment, would impair Consultant's ability to perform objectively. If Consultant serves as independent auditors of a party, Consultant may require consent from the party, which will be determined on a case-by-case basis.

### Engagement Staffing

Given the complexities of the tasks, we propose the following individuals to assist in the execution of the services described in this SOW. Consultant will use other professional staff with relevant skills and experience to assist as deemed necessary depending upon the specific tasks to be completed.

- **Arun Mani**, Principal will be the Consultant lead responsible for the overall engagement governance, quality and working closely with PG&E senior leadership.
- **Geno Armstrong**, Partner and PG&E Lead Partner, will serve as quality control partner to ensure coordination of activities across multiple workstreams.
- **Jonathan White**, Managing Director, will be responsible for day-to-day project management and responsible for leading [REDACTED]
- **Tom Schenk**, Director, analytics, will be responsible for leading the operational risk modelling architecture changes and review of the calculations involved.
- **Bethany Lepine**, Director, will provide leadership and direction to meet targeted deliverables, and bring subject matter experience in leading [REDACTED]
- **Paul McGregor**, Manager, will lead the GRC testimony and discovery work stream.
- **Phillip Prombo**, Manager, will develop [REDACTED]
- **Daniel Elmlad**, Senior Associate, will develop [REDACTED]
- **Tim Littman**, Senior Associate, will develop [REDACTED]
- **Karson Ota**, Senior Associate, will support [REDACTED]
- **Joel O'Hare**, Director, will be responsible for managing [REDACTED]
- **Jessica Nell**, Senior Associate, will support the development the [REDACTED]



- **Huijin Feng**, Manager, will drive all Data Science work streams [REDACTED]  
[REDACTED]
- **Shree Sasikumar**, Manager, will provide assistance to the Data Science work streams.
- **Khan Hasham**, Senior Associate, will support all Data Science work streams [REDACTED]  
[REDACTED]
- **Matt Bauser**, Senior Associate, will focus on assisting with [REDACTED]  
[REDACTED]
- **Kyle McNamara**, Director, will assist with management oversight

**Timing and Professional Fees**

Consultant is prepared to begin work upon receipt of a signed copy of this SOW or at a time mutually determined by Counsel and Consultant.

Consultant's services will be billed at hourly rates applied to hours engaged in providing service and any related out-of-pocket expenses. Consultant's professional fees are based upon the specified skill level of the professionals providing the services and the amount of time required to complete the engagement.

Consultant's current hourly rates by professional level for this engagement are:

Associate	\$ 275
Senior Associate	\$ 325
Manager	\$ 400
Director	\$ 435
Managing Director	\$ 475
Principal	\$ 500

PG&E's acceptance of this SOW shall serve to satisfy the provisions for prior written approval from PG&E Sourcing as stipulated in Exhibit C of the MSA, Personnel Rates.

In addition to professional fees, Consultant will be reimbursed for out-of-pocket expenses reasonably incurred by Consultant in connection with the performance of the services herein.





Consultant has assessed and understands the scope of this engagement and agrees that Consultant's fee for the services described herein shall not exceed \$4,200,000 excluding any out-of-pocket expenses, unless a change in the scope of the engagement is requested by Counsel. Consultant further agrees that Consultant will advise Counsel and PG&E at such time as Consultant's fees and expenses total \$4,200,000 so that Consultant may consult with Counsel and PG&E as to an appropriate course of conduct in order to conclude this engagement.

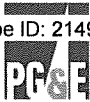
Consultant's fees and expenses are not contingent upon the final results, nor does Consultant guarantee any result or resolution in the above-referenced matter.

Consultant will present invoices to PG&E on a semi-monthly basis, and the Company's payments are due within 45 days of each invoice date. The name and address of the Company's designee to receive and approve Consultant's invoices is indicated on the signature page of this Engagement Letter. Consultant reserves the right to halt further services until payment is received on past-due invoices. Accounts not paid in accordance with the payment terms applicable to this engagement are subject to a monthly late fee in the amount of 1.5% of the past-due invoices, not to exceed 18% annually or the maximum allowed by law, if a lesser percentage.

Consultant acknowledges that the Bankruptcy Court must approve its fees in order to be compensated. In that regard, the PG&E acknowledges that Consultant might be required to file applications with the Court for allowance of compensation and reimbursement of expenses in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any order of the Bankruptcy Court establishing procedures for monthly compensation and reimbursement of expenses for professionals. The PG&E acknowledges that professional time required to prepare detailed applications in accordance with the Bankruptcy Code, applicable rules and guidelines differs from Consultant's normal billing procedures and, as a result, requires significant effort by Consultant to comply therewith. The expense required by this effort is not included in the \$4,200,000 in fees described above. PG&E agrees that, subject to Bankruptcy Court approval, Consultant shall be reimbursed for such professional time incurred.

To the extent that the services involve procedures in connection with the company's restructuring activities or emergence from bankruptcy, such work will be considered out-of-scope services under the engagement letters ("Out-of-Scope Services"). Such Out-of-Scope Services also include professional time required to prepare detailed applications in accordance with the Bankruptcy Code (described above). To the extent that changes in circumstances, such as the loss of PG&E personnel during the bankruptcy process, increase the effort required to deliver the services, this additional effort also will be billed as Out-of-Scope Services. Out-of-Scope Services will be billed in addition to the \$4,200,000 in fees described above, at 50% of our standard professional hourly rates. In any fee applications that Consultant files with the Bankruptcy Court with respect to this engagement, Consultant will identify and describe any Out-of-Scope Services.

The provisions in this "Timing and Professional Fees" will apply with respect to this SOW notwithstanding anything in the MSA to the contrary. Without limiting the generality of the foregoing, the Statement of Work Template Requirements set forth in Exhibit B, the Sample Resource and Scheduling Budget set forth in Exhibit B-1, and Exhibit C of Attachment 1 to the MSA will not apply to this SOW or the services provided under this SOW.



### **Termination of Prior CWA**

The parties agree that the Contract Work Authorization, dated February 6, 2019, between Consultant and the PG&E, as amended (the "Prior CWA"), is hereby terminated and that Consultant is not required to perform any further services, and is not required to deliver any further deliverables (whether complete or in-progress), under the Prior CWA.

### **Other Matters**

Consultant's services as described in this Statement of Work constitute an Advisory engagement conducted under the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagement as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services will not result in the issuance of a written communication to third parties by Consultant directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.

With regard to Consultant's assistance provided to PG&E, Counsel is responsible for:

- Determining the objectives, scope and extent of Consultant's activities and services hereunder, which include evaluating the sufficiency and scope of the activities performed by KPMG.
- Assigning engaged, experienced and capable personnel with the knowledge and experience to successfully oversee and execute the services, including a Project Sponsor who can monitor progress and address issues as they arise, and will have the skills and experience necessary to effectively perform this oversight function, including but not limited to:
  - Working knowledge of the subject matter, business functions, processes or divisions that are addressed by the services; and
  - Selecting appropriate assumptions, and making final decisions on the adequacy of all assumptions made during the engagement.
- Reviewing and making all final decisions regarding the purpose of the engagement, its deliverables, stakeholder involvement, resources, and reporting

Consultant provides the Models to the PG&E for its internal use only. The PG&E is solely responsible for the completeness and accuracy of input and resulting calculations and for the use of those calculations in any form or format and any judgments and business decisions based on its use of either Model. Consultant has no obligation to update the Models, regardless of any changes to relevant facts or tax or accounting laws, rules or regulations in the future. The PG&E is responsible for obtaining the right to use any third party products necessary to use the Models. Any change in the Models made by the PG&E or on its behalf shall relieve Consultant of any liability or responsibility under any circumstance relating to the Company's use of the modified Models.



The PG&E shall have a period of 30 days following the Models being made available to the PG&E (the "Approval Period") to confirm that the Models meet Counsel's requirements as previously communicated to Consultant. Counsel shall either provide its written acceptance of the Models to Consultant during the Approval Period or written notice to Consultant specifying in reasonable detail any nonconformity. Any nonconformity reported by Counsel during the Approval Period will be fixed by Consultant, and Counsel will have an additional 30day Approval Period for acceptance. If Counsel does not report any nonconformity during an Approval Period, the Models as made available will be deemed to be accepted by Counsel and the PG&E. Upon acceptance of the Models, Consultant shall have no further liability or obligation relating to the Company's use of the Models.

The scope of work does not require that Consultant make any legal interpretations or render any legal advice, and the parties hereby agree that in connection with Consultant's performance of the services under this engagement shall not include or be construed to include the provision by Consultant of legal advice or legal services. All legal interpretations and rendering of legal advice shall be Counsel's responsibility. Consultant will refer any such questions to Counsel.

Consultant may restrict the scope of work or withdraw from this engagement at any time if, in Consultant's sole judgment, the safety of its employees or their families is threatened.



## EXHIBIT 1

### Subcontractor and Supplier Utilization Plan Instructions Pub. 12/05/18

Prime Contractor/Supplier shall provide a signed Subcontractor and Supplier Utilization Plan (Exhibit 1A) prior to the performance of Work with a list of all Subcontractors and Suppliers. In the event of any change in subcontractors or suppliers, Prime Contractor/Supplier shall submit an updated and signed Subcontractor and Supplier Utilization Plan (Exhibit 1A) to PG&E prior to performance of the Work. Plan must be completed. Respond "N/A" if not applicable. See further instructions below.

#### **Prime Contractor/Supplier Information:**

Prime Contractor / Suppliers CPUC and Small Business Status

Indicate "yes" or "no" to indicate whether Prime Contractor / Supplier is CPUC Clearinghouse certified. If certified please provide the Verification Order Number (VON).

To find the VON Number, access:

- CPUC Clearinghouse Database:  
<https://sch.thesupplierclearinghouse.com/frontend/searchcertifieddirectory.asp>

Indicate "yes" or "no" to indicate whether Prime Contractor / Supplier is Small Business certified. If certified please provide the small business certification number.

To find out more about Small Business certification, access the following sites:

- California Department of General Services (DGS):  
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>
- U.S. Small Business Administration (SBA): <https://www.sba.gov/contracting/getting-started-contractor/qualifying-small-business>

#### **Prime Contractor / Suppliers Estimated Amount to be Paid to All Subcontractors / Suppliers**

Provide the estimated dollar amount to be paid to all subcontractors for the duration of the contract term by the following categories: a) all subcontractors and suppliers b) small business certified suppliers only and c) CPUC certified businesses only. The estimated dollar amounts may be reflected in one or more categories.

If 100 percent of the work will be self-performed by the Prime Contractor/Supplier, indicate "0" for each category.

Refer to the links above to locate potential CPUC and Small Business-certified subcontractors and suppliers.

#### **1. Tier Level**

- 1.1. For most Services, lower tier subcontractors are not allowed below three sub-tiers. (Ex: Prime > Subcontractor 1 > Subcontractor 1.1 > Subcontractor 1.1.1).



## EXHIBIT 1

### Subcontractor and Supplier Utilization Plan Instructions

Pub. 12/05/18

- 1.2. Providers of Restricted Services are limited to second tier and may not subcontract the Work. Restricted Services currently includes Freight Haulers and Vegetation Management; however, this may be expanded to include others in the future. (Ex: Prime > Vegetation Management Subcontractor).
  - 1.3. A 3rd-party logistics provider or qualified freight broker may be utilized to directly subcontract the Work to Freight Haulers, however, Freight Haulers may not subcontract the Work to other Freight Haulers. (Ex: Prime > Qualified Freight Broker > Freight Hauler or Prime > Freight Hauler).
  - 1.4. Refer to the Allowable Tier Matrix for further detail.
- 2. Subcontractors / Suppliers**
- 2.1. Provide the complete name of the Subcontractor or Supplier. Do not abbreviate - please spell out any acronyms.
  - 2.2. Subcontractors (Subs) are contractors that have been retained by a primary contractor, or any subcontractor at lower tiers, to provide services on behalf of PG&E.
    - 2.2.1. A - General Engineering Contractor: A contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill.
    - 2.2.2. B - General Building Contractor: A contractor whose principal contracting business is in connection with any structure built, being built, or to be built, for the support, shelter, and enclosure.
    - 2.2.3. C - Specialty Contractor: A contractor whose operations as such are the performance of construction work requiring special skill and whose principal contracting business involves the use of specialized building trades or crafts.
    - 2.2.4. D - Restricted Services Providers include, but are not limited to, Freight Haulers and Vegetation Management Providers.
  - 2.3. Services for which Subcontractors and Suppliers shall be listed on the Exhibit 1A include, but are not limited to:
    - 2.3.1. Construction Services: All aspects of: constructing, fabricating, installing, erecting, maintaining, performing integrity digs on, and performing turnaround services on, pipelines, buildings, plants, and facilities of all types. Additionally, subcontractor team members who provide construction, general construction, heavy machinery, and other construction services will be included in this group of services.
    - 2.3.2. Industrial Service Vendors (ISV) are typically subcontracted for specializing in specific construction work scope such as hydrotesting and surveying.
    - 2.3.3. Professional and Consulting Services: Individuals who provide your company with specialized service, including but not restricted to lawyers, accountants and management consultants. Including, but not limited to environmental and land consultants, human health and risk assessment providers; other select professional services may be included, as needed.
    - 2.3.4. Niche Professional or Consulting Service: An organization that specializes or has a forte in a particular industry or field.
    - 2.3.5. Local Hire Suppliers: Select subcontractors with specific project geography support in facilitating local and/or union hiring.



## **EXHIBIT 1**

### **Subcontractor and Supplier Utilization Plan Instructions**

Pub. 12/05/18

**2.3.6.** Restricted Services: Freight Haulers (FH) are business entities operating commercial vehicle with a Gross Vehicle Weight Rating (GVWR) of 55,000 pounds or greater either for commercial or private use.

#### **3. Emergency Point of Contact**

3.1 Please include the best point of contact and phone number for use in the event of an emergency.

#### **4. Contractor's License # and/or Motor Carrier Permit #**

**4.1.** Provide the California Contractor's License Number of each Subcontractor or Supplier (if applicable) along with the type of License or Permit.

**4.2.** The MCP (Motor Carrier Permit) is issued to the motor carrier as evidence the carrier has registered their CA# with the DMV, as required by CVC (California Vehicle Code) Section 34620.

**4.3.** Provide the Expiration Date of the Subcontractor or Supplier's California Contractor's License or MCP.

**4.4.** Subcontractors and Suppliers may have both a California Contractor's License Number and a MCP. If this is the case, please include information for both.

**4.5.** Special Permit Requirements:

**4.5.1.** Freight Haulers needing Special Permit for transferring atypical extra wide or heavy loads and/or hazardous or flammable materials. Applicable permit retention includes but not limited to below lists.

**4.5.2.** Oversized Load - California Transportation Permit - Issued for movement of non-divisible (exceeding applicable length, width, height, or weight limit) loads, not circumventing California Vehicle Code requirements.

**4.5.3.** Hazardous Material Load - Federal Motor Carrier Safety Administration (FMCSA) requires motor carriers to obtain a Hazardous Materials Safety Permit (HMSP) prior to transporting certain highly hazardous materials.

**4.5.4.** Flammable Load - Every motor carrier who transports the following hazardous materials in California must have a hazardous materials transportation license (California Hazardous Material Transportation License) issued by California Highway Patrol.

#### **5. Description of Work to be Performed or Major Materials to be Supplied**

**5.1.** Provide a description of the work to be performed or major materials to be supplied by the Subcontractor or Supplier.

#### **6. Is excavation to be performed?**

**6.1.** Indicate whether the work to be performed by each Subcontractor or Supplier includes excavation by responding "Yes" or "No." Refer to Section 4216 of the California Government Code for the definition of "excavation."

#### **7. Gold Shovel Status**

**7.1.** Indicate the Gold Shovel Status for each Subcontractor or Supplier by responding as appropriate:

**7.2.** "N/A" for Subcontractor or Supplier who will not perform excavation work.



## **EXHIBIT 1**

### **Subcontractor and Supplier Utilization Plan Instructions**

Pub. 12/05/18

- 7.3. "Active" for Subcontractor or Supplier with an active Gold Shovel Certification.
- 7.4. "Inactive" for Subcontractor or Supplier that does not have current Gold Shovel Certification. Attach an explanation to Exhibit 1A indicating when Contractor anticipates Subcontractor or Supplier will obtain Gold Shovel Certification.
- 7.5. To determine status or to find potential subcontractors, access the following site:  
<http://www.goldshovelstandard.com>.

#### **8. Risk Level**

- 8.1. Indicate whether each Subcontractor or Supplier will be performing low, medium, or high risk work by responding "Low", "Med", or "High". Refer to PG&E's Contractor Safety Program Contract Requirements at <http://www.pge.com/contractorsafety> for risk definitions.

#### **9. ISN ID# and/or PG&E Qualified Vendor #**

- 9.1. Provide ISNworld (ISN) Identification Number of each Subcontractor or Supplier performing medium to high risk work.
- 9.2. Respond "N/A" for any Subcontractor or Supplier performing low risk work.
- 9.3. Respond "None" if Subcontractor or Supplier has not completed ISN prequalification. Attach an explanation to Exhibit 1A explaining when Contractor anticipates Subcontractor or Supplier prequalification will be complete.
- 9.4. Subcontractor or Supplier may have both an ISN ID Number and a PG&E Qualified Vendor Number. If company has both, please list ISN ID Number first.
- 9.5. **ISNworld Prequalified**
  - 9.5.1. Indicate whether Subcontractor or Supplier performing medium to high risk work is Prequalified in ISN by responding "Yes" or "No." Respond "N/A" for each Subcontractor or Supplier performing low risk work.
  - 9.5.2. To determine prequalification status or to find potential subcontractors, access the following site: [https://www.pge.com/en\\_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page](https://www.pge.com/en_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page).

#### **10. Union Signatory**

- 10.1. Indicate whether Subcontractor or Supplier is signatory to a labor union by responding "Yes" or "No."

#### **11. Signature / Attestation**



Please sign, date and indicate the revision number certifying that the information provided on this form is true to the best of your knowledge. Note: The information provided may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

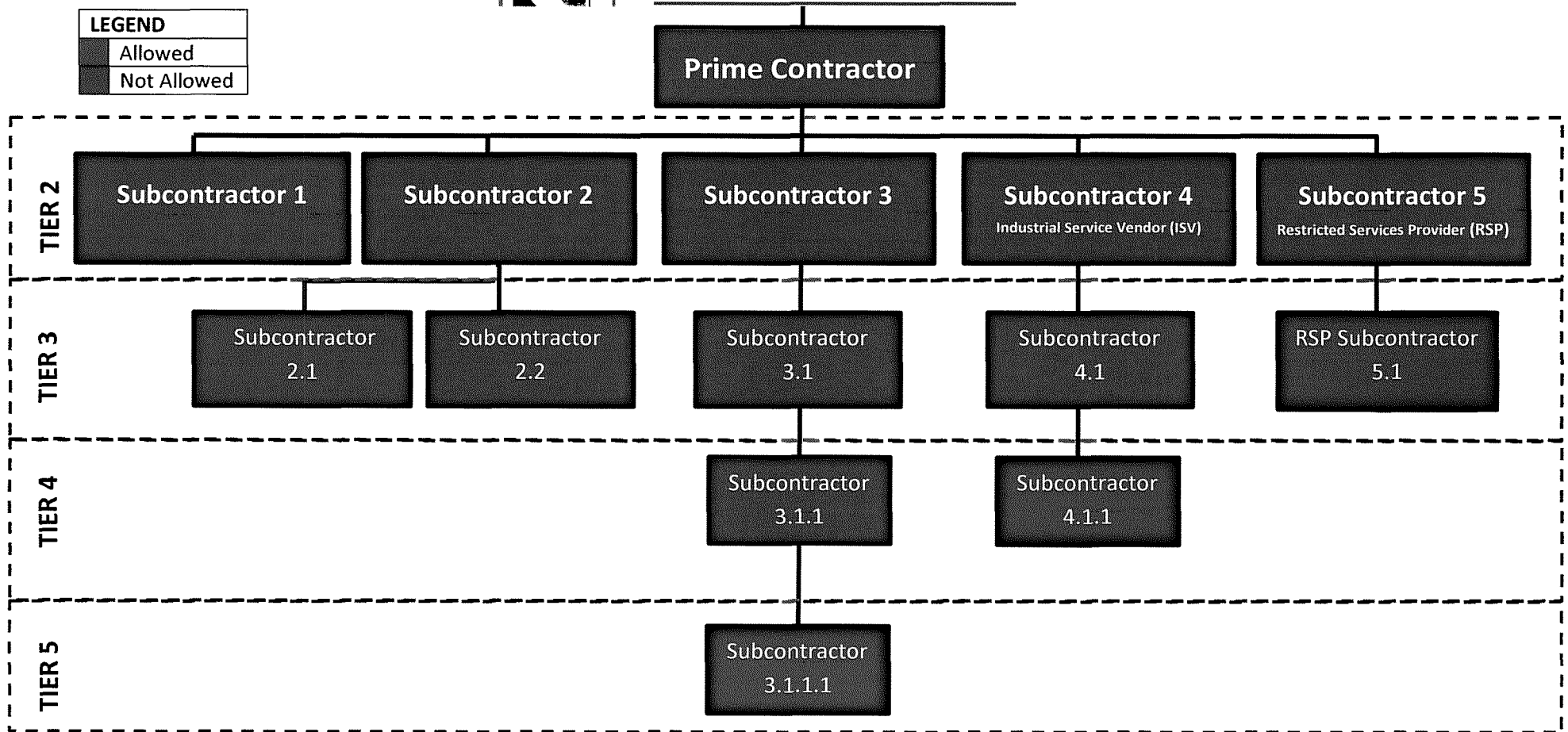


## PG&amp;E Allowable Subcontractor / Supplier Tier Matrix



**Pacific Gas and  
Electric Company®**

LEGEND	
	Allowed
	Not Allowed



## NOTES

- Subcontractors and Suppliers limited to three tiers – no lower level tier Subcontractors and Suppliers are allowed.
- Contract terms must be flowed-down to Subcontractors and Suppliers, as applicable per MSA terms. PG&E must be formally notified of all Subcontractors and Suppliers being utilized.
- Providers of Restricted Services are limited to first tier and may not subcontract the Work. Restricted Services currently includes Freight Haulers, however, this may be expanded to include others in the future. Prime Contractor may utilize an ISV or broker to engage multiple Freight Haulers.

Rev. 3.0

November 2018



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